

E by A

EXCEEDING YOUR EXPECTATIONS
conferences, events, functions & weddings

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Visit Our Showroom

Unit 50, Campsdrift Park, 3 Barnsley Road
Next to Makro, Opposite Mango Furniture
Pietermaritzburg, 3200

GPS Co-Ordinates
S29°37'51" E30°22'901"

Terms and Conditions

1. DEFINITIONS:

- 1.1 **"Days"** – Shall be regarded as business days, excluding public holidays, Saturdays and Sundays.
- 1.2 **"Damaged"** – goods, décor, draping and/or marquees shall be considered damaged if they destroyed, broken, chipped, burnt, discoloured, stained, bent, stretched, torn and/or otherwise returned in a condition different from that in which they were received by the Hirer.
- 1.3 **"Décor"** – shall include but are not limited to, any item/s/good/s provided by EbyA to the Hirer.
- 1.4 **"Deposit-to-confirm"** – The deposit to confirm will be as stipulated on quote / *pro forma* invoice as issued by EbyA from time to time. This is a non-refundable deposit.
- 1.5 **"Dry-Hiring"** – Goods, Décor, Draping and Marquees that are hired by the hirer, on the basis that the hirer collects and returns such items to EbyA and does not use EbyA's delivery, set-up and collection services, shall be considered as Dry-Hiring.
- 1.6 **"EbyA"** – Is the Company known as Events by Anne (Pty) Ltd with registration number CK 2012/174349/07, with business address at Unit No. 50, Campsdrift Park, 3 Barnsley Road, Next to Makro, Opposite Mango Furniture, Pietermaritzburg, 3200.
- 1.7 **"EFT"** – Electronic funds transfer.
- 1.8 **"Event/s"** – shall be considered as the wedding, party, conference, meeting or other gathering for which purpose the hirer hires goods, décor, draping and/or marquees from EbyA.
- 1.9 **"Goods"** – include any and all items hired by the Hirer from EbyA which are contained in the schedule.
- 1.10 **"Hirer"** – is the person, whether natural, juristic or otherwise, that hires goods, décor, draping and/or marquees from EbyA.
- 1.11 **"Hire-period"** – The hire period shall be considered as the date/s which the goods, décor, draping and/or marquees are required for the event/s. The period commences the moment that the goods, décor, draping and/or marquees leave the EbyA premises and concludes once they are returned to the EbyA premises in the same condition as that in which were received by the hirer.
- 1.12 **"Late-returns"** – Returns shall be considered late if they are not returned before 12h00 noon the day after the event/s.
- 1.13 **"Overtime fees"** – additional costs incurred by EbyA during décor / goods set-up or breakdown / collections.
- 1.14 **"Refundable Security Deposit"** – as stipulated on the quote / *pro forma* invoice.
- 1.15 **"Schedule"** – is the list of items the Hirer hires from EbyA which will be annexed to the pro-forma invoice.
- 1.16 **"Working Hours"** – Working Hours shall be considered between 08h00 to 16h30, Monday to Friday, excluding public holidays, Saturdays and Sundays.

2. THE AGREEMENT TO HIRE GOODS, DÉCOR, DRAPING AND MARQUEES

- 2.1 The Hirer hires goods, décor, draping and marquees from EbyA, from time to time, on the terms and conditions listed herein.
- 2.2 These terms and conditions bind the Hirer to any and all future transactions between the Hirer and EbyA in respect of goods, décor, draping and/or marquees hired from EbyA.
- 2.3 The hirer understands and consents to his/her/its personal information being captured and stored by EbyA for purposes incidental to the performance and enforcement of this agreement. Such personal information will be duly deleted once the purpose for which it was captured and stored is complete.

3. DEPOSIT-TO-CONFIRM

- 3.1 The goods, décor, draping and/or marquees will only be confirmed for the event date/s, once the deposit-to-confirm is paid in cash, alternatively if paid via EFT, once such reflects in EbyA's banking account.
- 3.2 This is a **non-refundable deposit**.

4. REFUNDABLE SECURITY DEPOSIT

- 4.1 The refundable security deposit will be refunded within seven (7) days upon return of all goods, décor, draping, or marquees in the same condition as that in which they were hired from EbyA.
- 4.2 In the event that goods, décor, draping and/or marquees are damaged, lost or otherwise destroyed, the replacement cost thereof will be deducted from the refundable security deposit and the balance thereof, if any, will be refunded to the hirer. Should the replacement cost be more than the refundable security deposit paid, the hirer will be invoiced for the difference.

5. DELIVERY/SET-UP/COLLECTIONS

- 5.1 The standard agreement between the Hirer and EbyA, is that EbyA will deliver, set-up and collect all items that appear on the schedule, to/from the event address, or as otherwise agreed and reduced to writing and signed by both EbyA and the Hirer.
- 5.2 The cost for EbyA's delivery, set-up and collection will appear on the pro-forma statement of account.
- 5.3 EbyA will not set up goods, Décor, Draping or Marquees before, during or after the event/s that do not appear on the schedule, alternatively that were not supplied by EbyA.
- 5.4 Should EbyA be required to deliver, set-up or collect any goods, décor, draping or marquees, out of the normal working hours, then overtime fees will apply, which will be quoted on the pro-forma invoice, alternatively deducted from the refundable security deposit.
- 5.5 Arrangements must be made by the customer to set up all goods, Décor, draping or marquees that are not hired from EbyA.
- 5.6 Should the Hirer not wish to use EbyA's delivery, set up and collection service, then the Dry-hiring terms below will apply.

6. DIFFICULT SITES

- 6.1 Sites that are difficult to access and that may require goods, décor, draping and/or marquees to be delivered upstairs or more than 20 meters from EbyA's parked vehicle, will attract an additional charge of 10 % of the invoiced amount, if prior arrangements have not been made.

7. LATE/NON-DELIVERY

- 7.1 The Hirer, his/her/its representatives or any other party, shall **not have any claim or right of action whatsoever** arising from the **late or non-delivery of goods**, décor, draping and/or marquees against EbyA.
- 7.2 EbyA will in any event endeavour as best that it can, to ensure that goods, décor, draping and/or marquees hired from EbyA are delivered timeously provided that Hirer has complied with the terms and conditions as contained herein.

HIRER TO INITIAL CONFIRMING
THAT HE/SHE/IT HAS READ
AND HAS UNDERSTOOD THIS
CLAUSE

8. DRY-HIRING

- 8.1 The Hirer may choose to collect, set up and return all goods that appear on the schedule to/from EbyA, at the hirer's own expense.
- 8.2 Goods, décor, draping and marquees collected and/or delivered to/from EbyA, must be done so during working hours.
- 8.3 Should the hirer wish to collect or deliver the goods, décor, draping and/or marquees after working hours, this will attract an additional 10 % charge (of total invoice amount).

9. LIABILITY FOR HIRED GOODS

- 9.1 The **hirer shall be solely responsible for the hired goods, décor, draping and/or marquees** as soon as they have been delivered and/or set up, alternatively collected by the Hirer and the hire period shall continue until they are returned to the EbyA office.

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10. GOODS, DÉCOR, DRAPING AND MARQUEES

- 10.1 Goods, décor, draping and marquees must be checked against the schedule by the hirer before as well as during loading and prior to leaving EbyA's premises.
- 10.2 No responsibility will be taken by EbyA for any breakages or irregularities regarding quantities once the goods, décor, draping and/or marquees have left EbyA's premises.
- 10.3 During the hire period the hirer shall be held responsible for all loss of or damage to hired goods, décor, draping and/or marquees.

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11. LINEN

- 11.1 Linen must be returned dry and unwashed.
- 11.2 Linen damaged by candle wax, burns, mildew or any substance stains will be considered damaged and the replacement value thereof will be deducted from the security deposit.

12. DRAPING

- 12.1 Should it be required that a fire **a fire retardant certificate** be issued for draping supplied by EbyA, it is the Hirer's responsibility to request such certificate within seven days of the event, which EbyA can arrange at an additional cost.
- 12.2 **EbyA does not warrant**, that draping hired from it will not catch fire and cause damage to property or persons.
- 12.3 The **hirer assumes any and all liability** for any and all damage to property alternatively persons arising from draping hired from EbyA.

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13. MARQUEES

- 13.1 No fires may be lit in or near the marquee.
- 13.2 Any damage to the marquee will be for the hirer's account.
- 13.3 **EbyA will not be held liable for any claim whatsoever** for any **damage caused to any property or person** during the period of hire.
- 13.4 Any theft of marquee components will be for the hirer's account.
- 13.5 Walls will be installed and should remain on especially in windy weather. They may be removed in good weather at the hirer's risk.
- 13.6 All marquee quotes are subject to a site visit for suitability of ground space and access.
- 13.7 Should a **structural engineer certificate** be required, it will be issued once the marquee is erected so as to comply with the legal requirements for the erection of such structures.
- 13.8 **EbyA does not warrant** that marques hired from it will remain upright/erect, alternatively EbyA does not warrant that marques hired from it will not cause damage to property or persons.
- 13.9 The **hirer assumes any and all liability** for any and all damage to property alternatively persons arising from marquees hired from EbyA.

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14. LATE RETURNS

- 14.1 Goods, décor, draping and/or marquees must be returned by no later than 12H00 noon on the day after the event.
- 14.2 In the case of an event being held on a Saturday, goods, décor, draping and/or marquees must be returned on the following Monday.
- 14.3 The entire refundable security deposit will be forfeited if the goods, décor, draping and/or marquees are not returned as specified above.

15. FINAL CHANGES

- 15.1 Final changes to the order will be only accepted no later than **seven (7) days** prior to the event date.
- 15.2 All changes must be in writing and are subject to EbyA acceptance.

16. PAYMENT

- 16.1 Payment of all amounts due to EbyA are to be paid either in cash, alternatively into EbyA's banking account.
- 16.2 All payments are to be made within seven (7) days of the date of an invoice from EbyA.
- 16.3 Payments per EFT will be regarded as paid by EbyA once they reflect in EbyA's banking account.
- 16.4 EbyA's banking details are as follows: - Account Name: Events by Anne (PTY) Ltd, Bank Standard Bank, Account Number: 300 536 178, Branch Code: 04 07 27. Branch: Msunduzi

17. SURETYSHIP

- 17.1 In the event that the hirer is a juristic person, a further suretyship undertaking will need to be signed by the hirer's duly authorised agent.
- 17.2 A copy of such agent's authorisation to act on the juristic entities behalf is to accompany the suretyship undertaking.

18. DOMICILIUM CITANDI ET EXECUTANDI

18.1 For the purposes of serving any documents, notices, letters etc., the Hirer chooses his/her/its *domicilium citandi et executandi* at:

Physical Address: _____

18.2 The Hirer undertakes to promptly notify EbyA in writing within 7 (seven) days of any change of address, which new address shall serve the same purpose as stated herein.

19. BREACH

- 19.1 Should the hirer breach any of the above terms and conditions as set out above and fail to remedy such breach within seven (7) days of written notice to him/her/it to remedy the breach, then EbyA is entitled to claim specific performance, alternatively cancel this agreement and either claim its property alternatively the replacement value thereof.
- 19.2 The hirer accepts that in the event that EbyA instructs an attorney to assist in the enforcement of a claim it may have against the hirer, the hirer may be held liable for costs on the scale as between attorney and client.
- 19.3 The hirer consents to the Jurisdiction of the Magistrate's Court, in the event that EbyA institutes legal proceedings against him/her/it.

20. OWNERSHIP

20.1 All goods, décor, draping and marquees remain the property of EbyA.

I..... have read the TERMS and CONDITIONS as set out above and understand the nature and contents thereof.

Signed by the Hirer:		Date:	
Signed by a EbyA Representative:		Date:	